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LF030106-14

**TERMINATION OF AGREEMENT FOR  
CATRON BOULEVARD IMPROVEMENTS PROJECT AND  
ARROWHEAD BASIN DETENTION POND PROJECT**

The City of Rapid City, a municipal corporation, and Rushmore Car Wash, Inc., a South Dakota corporation, hereby agree that the provisions required by the respective parties in that certain Agreement for Catron Boulevard Improvements Project and Arrowhead Basin Detention Pond Project dated September 18, 2000, (hereinafter "Agreement") and that certain Agreement for Payment of Costs of Construction for Improvements Along Catron Boulevard dated June 16, 2003, (hereinafter "Supplemental Agreement") affecting the following described real property:

The North Half of the Northeast Quarter of the Northwest Quarter (N  $\frac{1}{2}$  NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ); the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ); the Northwest Quarter of the Northwest Quarter (NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ), less Lots One (1) and Two (2); the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ), less Lots H1, H2, and P1 of the Northwest Quarter of the Northwest Quarter (NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ), all in Section Twenty-seven (27), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota;

The North Half of the Northwest Quarter of the Southwest Quarter (N  $\frac{1}{2}$  NW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ), less Lots H1 and H2; the South Half of the Southwest Quarter of the Northwest Quarter (S  $\frac{1}{2}$  SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ), less Lot H1; the East Half of the Southwest Quarter (E  $\frac{1}{2}$  SW  $\frac{1}{4}$ ), less Lot H2; the South Half of the Northwest Quarter of the Southwest Quarter (S  $\frac{1}{2}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), less Lots H1 and H2; the Southwest Quarter of the Southwest Quarter (SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ); less Lot H1 and Lot P1, all in Section Twenty-two (22), Township One North (T1N), Range Seven East (R7E) of the Black Hills meridian, Pennington County, South Dakota; and

The Northeast Quarter of the Northwest Quarter (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) and the Northwest Quarter of the Northwest Quarter (NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) of Section Twenty-seven (27), less Sheridan Lake Road right of way, and the Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) and the Southwest Quarter of the Southwest Quarter (SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section Twenty-two (22), less Sheridan Lake Road

right of way and Catron Boulevard right of way, and all the unplatted portions located south of Catron Boulevard located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Twenty-two (22), all in Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota.

Said Agreement being recorded in the Office of the Register of Deeds of Pennington County, South Dakota, on October 12, 2000, in Book 86 of Miscellaneous Records on Page 1986 and the Supplemental Agreement being recorded in the Office of the Register of Deeds of Pennington County, South Dakota, on July 10, 2003, in Book 118 of Miscellaneous Records, Page 7263, is hereby terminated.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006.

City of Rapid City

By \_\_\_\_\_  
Jim Shaw, Mayor

ATTEST:

\_\_\_\_\_  
James F. Preston, Finance Officer

Rushmore Car Wash, Inc.

By \_\_\_\_\_  
Jeffrey L. Bendt, President

STATE OF SOUTH DAKOTA     )  
  )ss  
COUNTY OF PENNINGTON    )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, personally appeared Jim Shaw, who acknowledged himself to be the Mayor of the City of Rapid City, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public - South Dakota  
My commission expires: \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
 )ss  
COUNTY OF PENNINGTON )

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, personally appeared James F. Preston, who acknowledged himself to be the Finance Officer of the City of Rapid City, and that he, as such Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public - South Dakota  
My commission expires: \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
 )ss  
COUNTY OF PENNINGTON )

On this the \_\_\_\_ day of February, 2006, before me, the undersigned, personally appeared Jeffrey L. Bendt, who acknowledged himself to be the President of Rushmore Car Wash, Inc., and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public - South Dakota  
My commission expires: \_\_\_\_\_